



# *Homes For*

*STRUCTURES ONLY*

*Two Single Family Residences  
2 Bedroom 1 bath each*

*FOR SALE AND REMOVAL  
CALTRANS*

*Public Sale Auction  
\$100 minimum bid each*

## **DATA SHEET**

### **STRUCTURE ONLY SALE**

**4628 Hwy 36—House “A”**

**4622 Hwy 36—House “B”**

**Platina, CA 96076**

**Public Auction: Beginning at 2:00 p.m., June 18, 2003, at the site.**

**Bid Deposit: \$100 in the form of a Cashier’s Check, Certified Check or Money Order**

**Minimum Bid: \$100.00, Bids will be raised in \$50.00 increments.**

**Contact: Department of Transportation, Pamela Waters (530) 225-3276**

### **TWO SINGLE FAMILY RESIDENCES - STRUCTURE ONLY SALES**

Address: Both houses are located within the Caltrans Platina Maintenance Station  
Platina, CA 96076

House Size: 820 +/- S.F

Improvements: Single family residences built approximately 1950.  
Each has 2-bedroom, 1-bath, with attached 1-car garage

### **SALE REMOVAL SCHEDULE**

6/18/03	<b>Houses A &amp; B</b> - Date of Sale
7/2/03	<b>Houses A &amp; B</b> - Remaining balance due on purchase price \$3000.00 Performance Bond due Signed removal plan with Contract Mover due Copies of all required permits due
7/31/03	<b>House B</b> - Final clearance date
8/1/03	<b>House B</b> - Date of repossession by state, and/or forfeiture of all monies paid including the performance bond and/or \$100.00 per day land rental fee until the property is cleared.
8/11/03	<b>House A</b> – Final clearance date
8/12/03	<b>House A</b> - Date of repossession by state, and/or forfeiture of all monies paid including the performance bond and/or \$100.00 per day land rental fee until the property is cleared.

**NOTICE OF SALE—VERBAL BID**

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
 RIGHT OF WAY FIELD OFFICE  
 P. O. BOX 496073  
 REDDING, CA 96049-6073  
 PHONE (530) 225-3276  
 FAX (530) 225-3021  
 TTY (530) 225-2019

**PUBLIC AUCTION WILL BE HELD BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, for sale and removal of the following improvements:**

Beginning at **2:00 p.m., June 18, 2003**, at the site and in the order listed:

<b>ADDRESS</b>	<b>TYPE OF IMPROVEMENT</b>	<b>REMOVAL DATE</b>	<b>MINIMUM BID</b>	<b>AMOUNT OF DEPOSIT</b>
4622 Hwy 36 (House B) at the Caltrans Platina Maintenance Station	53-year old, 2-bedroom, 1-bathroom, 820 s.f. house with attached 1-car garage	7/31/03	\$100.00	\$100.00
4628 Hwy 36 (House A) at the Caltrans Platina Maintenance Station	53-year old, 2-bedroom, 1-bathroom, 820 s.f. house with attached 1-car garage	8/1/03	\$100.00	\$100.00

Deposit of *Cash, Cashier's Check or Certified Check* in the amount of the deposit will be required at the time of the auction.

The houses will be open for inspection June 13, 2003, from 1:00 to 2:00 p.m. and again at noon the day of the sale.

**SALE REMOVAL SCHEDULE**

6/18/03	<b>Houses A &amp; B</b> - Date of Sale
7/2/03	<b>Houses A &amp; B</b> - Remaining balance due on purchase price \$3000.00 Performance Bond due Signed removal plan with Contract Mover due Copies of all required permits due
7/31/03	<b>House B</b> - Final clearance date
8/1/03	<b>House B</b> - Date of repossession by state, and/or forfeiture of all monies paid including the performance bond and/or \$100.00 per day land rental fee until the property is cleared.
8/11/03	<b>House A</b> - Final clearance date
8/12/03	<b>House A</b> - Date of repossession by state, and/or forfeiture of all monies paid including the performance bond and/or \$100.00 per day land rental fee until the property is cleared.

**NOTICE OF SALE—VERBAL BID****TERMS OF SALE**

Deposit of *Cash, Cashier's Check or Certified Check*, in the amount of the deposit will be required at the time of the auction. The balance in *Cash, Cashier's Check, Certified Check* must be paid within ten (10) days, Saturdays, Sundays, and holidays excluded, from the date of sale. The Department of Transportation (Department) reserves the right to reject any and all bids.

Successful bidder (Buyer) will be required to execute a Purchase Proposal contract with the Department agreeing:

1.
  - A. To supply a copy of a signed contract with a licensed State Contractor under Chapter 9, Division 3 of Business and Professions Code within ten (10) working days of the date of sale.
  - B. To supply a detailed removal plan and schedule for removal of the improvements, in writing, within ten (10) days of the date of sale. The Department reserves the right to reject any and all proposals. If the proposal is rejected, the sale may be cancelled at the Department's discretion.
  - C. If asbestos-containing material (ACM) is present in the improvements, the Buyer's proposal shall include detailed plans on how ACM will be handled. Department **does** have an Asbestos Survey (copies available at open houses and upon request). Buyer may have the property tested at his/her own expense.
  - D. To supply a satisfactory Performance Bond acceptable to the Department in the amount of \$3000.00 within ten (10) days from date of sale Saturdays, Sundays and holidays excluded. The Department will provide the necessary bond forms for execution by Bonding Company to successful Buyer at time of auction.
  - E. If Buyer fails to deposit the money, pay the balance due, or furnish the Department with a Performance Bond, the Department shall have the right, at its option, to terminate or cancel the contract. Upon the exercise of such right, all rights of Buyer in the subject property granted by the contract shall cease and all monies paid to the Department under the subject contract terms up to the time of the breach shall be retained to offset actual damages sustained by the department as a direct and proximate result of said breach of contract. Upon cessation of Buyer's right, title and interest in the subject property shall revert to the Department and the Department may resell or dispose of such property as it sees fit without recourse by Buyer.
2.
  - A. To remove the improvements within the specified time.
  - B. Within ten (10) working days after removal of improvements, remove all combustible materials, garbage, debris and other rubbish leaving only concrete foundations and concrete flatwork on the premises and preserving as much vegetation as possible. Trees and bushes may be cut as necessary to remove the improvements from the premises with written approval from the Department. Fences adjoining occupied improvements shall not be removed.
  - C. All mudsill bolts and reinforcing steel left protruding shall be bent over or sheared at all exposed surfaces.
  - D. If any utility services lines to other building or improvements are disconnected, destroyed, or otherwise impaired during removal of said improvement, Buyer, at his own expense, shall provide such other buildings or improvement with adequate substitute utility service lines in lieu of those affected.
  - E. If Buyer is to remove a pump from a water well as part of the specified improvements, Buyer, at his own expense shall have well destroyed in accordance with local and state requirements.
  - F. Buyer, at his own expense, shall either cap or cause to be capped by others (as Department may elect) any sewer serving the improvements. Such capping shall be done in a manner satisfactory to the State and in accordance with local requirements.
  - G. Buyer, at his own expense, shall have any septic or cesspool destroyed in accordance with local and state requirements. Department representative must inspect open cesspools and / or septic tanks prior to backfill.
  - H. Should Buyer fail to comply with any of the provisions of A through F inclusive above, within the time limits prescribed by the Department, the Department shall have the right to complete all operations therein described at Buyer's expense.
  - I. All underground fuel tanks will be removed by the Department under separate contract.
  - J. If Buyer is an owner or purchased land immediately adjacent to the State right of way, improvements purchased must be set back from the said right of way line at least fifty (50) feet.
3. Buyer shall only have the right to remove the improvements as specified and shall enjoy no other rights upon the premises.
4. Buyer shall not remove any property or any part thereof until full payment is made, bond furnished, and the necessary Bill of Sale issued.

**NOTICE OF SALE—VERBAL BID****TERMS OF SALE**

5. If Buyer defaults in the (a) payment of the balance due; (b) furnishing the required Performance Bond; (c) performance of any of the agreed upon obligations stated in paragraph 1 inclusive of these Terms of Sale; or (d) in the performance of any agreed upon obligation of the said Buyer pursuant to the subject contract, the Department may demolish or remove the improvements at Buyer's expense and Buyer will reimburse the Department for any and all expenses incurred for demolition (including asbestos abatement), removal and site clearance. Because of the necessity of having the real property of the Department cleared on or before the due date agreed upon in the contract, and for other good cause, time is specifically made of the essence of the contract.
6. The successful bidder may either remove the improvements himself or cause it to be done by others. While no State Contractor's License is required to purchase improvements and to cause them to be removed by other, the person or company or successful bidder who performs the work of removing the building must be a licensed State Contractor under Chapter 9, Division 3 of Business and Professions Code, unless the total net remuneration received by the successful bidder including cash and value of the removed improvements is less than \$300.00.
7. The Department makes no guarantee that any buildings sold will be movable or that permits will be granted to place them in any specific location. The purchaser of the building or buildings assumes all risk and responsibility in the wrecking and / or moving operations including any laws by reason of vandalism after acceptance by the Department of the deposit as above provided.
8. Buyer shall secure all necessary permits and certificates required in connection with the wrecking or removal of any building and shall comply with all pertinent local ordinances.
9. The Department reserves the right to reject any and all bids.
10. The buyer should be aware that the property being purchased may contain lead based paint. The State **does not** have a lead survey. **LEAD WARNING:** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. Buyer may have the property tested at his/her own expense.
11. In the event Buyer fails to have Department property cleared of all improvements and debris by the specified clearance date, the Buyer will be judged in default and the State will charge Buyer a land rental fee in the amount of \$100.00 per day following the final clearance date and / or repossess the property or if the house has been removed but the lot has not been cleared, the State will use the bond to clear the lot. In the event the Department deems it necessary to protect Department property at the site location and / or if improvements have been moved to another temporary location on State property a temporary fence will be erected and the Buyer will be held liable for payment of the fence rental fees.

**STATE OF CALIFORNIA**  
DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY FIELD OFFICE  
P. O. BOX 496073  
REDDING, CA 96049-6073  
(530) 225-3276

**PURCHASE PROPOSAL — HOUSE “A”**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY FIELD OFFICE  
P.O. BOX 496073  
REDDING, CA 96049-6073  
PHONE 530-225-3276  
FAX 530-225-3021  
TTY 530-225-2019

June 18, 2003  
Date of Sale

824  
IDR

SHA-36-PM 8.5  
County-Rte, P.M.

For the Purchase of the following improvement(s):

Single family residence, 2 bedroom, 1 bathroom with 1 car garage  
located at 4628 Hwy 36 (House A) at the Caltrans Platina Maintenance Station.

The undersigned, hereinafter called “Buyer” agrees to the conditions of purchase hereinafter set forth and the Terms of Sale attached hereto and further agrees to pay to the State of California, Department of Transportation, hereinafter “Department” at Right of Way Field Office, P.O. Box 496073, Redding, CA 96049-6073 the amount of

\_\_\_\_\_ Dollars (\$) as full payment for the  
purchase of the above described improvements with

\_\_\_\_\_ Dollars (\$) paid at this time and the  
balance of

\_\_\_\_\_ Dollars (\$) due within ten (10) days  
from date of sale, Saturdays, Sundays and holidays excluded.

**All payments must be made in *Cash, Cashier's Check or Certified Check* made out to the order of the Department of Transportation.**

The undersigned agrees to take delivery of the above-described improvements immediately upon receipt of Bill of Sale and agrees to have the premises cleared of all buildings in accordance with Terms of Sale on or before **August 11, 2003**.

Buyer shall supply a Performance Bond acceptable to the Department in the amount of \$3000.00 within ten (10) days from date of sale, Saturdays, Sundays and holidays excluded.

Upon full payment to the Department, as aforesaid, and furnishing as required of Performance Bond, the Department will execute a Bill of Sale for the property so sold. In no event shall any property be removed from the premises until said Bill of Sale is duly signed and delivered by the Department.

All provisions of the attached Terms of Sale are hereby specifically incorporated by reference into the terms of this contract, and Buyer agrees to perform each of the said Terms of Sale, and all of them. Buyer hereby acknowledges reading, and having read hereby agrees to all terms, rights and remedies as set forth in the aforementioned Terms of Sale, and specifically with reference to the provisions of paragraphs 4 and 6 of the said Terms of Sale.

Buyer: \_\_\_\_\_  
Signature

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name

Phone No.: \_\_\_\_\_

**PURCHASE PROPOSAL — HOUSE “B”**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY FIELD OFFICE  
P.O. BOX 496073  
REDDING, CA 96049-6073  
PHONE 530-225-3276  
FAX 530-225-3021  
TTY 530-225-2019

June 18, 2003  
Date of Sale

824  
IDR

SHA-36-PM 8.5  
County-Rte, P.M.

For the Purchase of the following improvement(s):

Single family residence, 2 bedroom, 1 bathroom with 1 car garage  
located at 4622 Hwy 36 (House B) at the Caltrans Platina Maintenance Station.

The undersigned, hereinafter called “Buyer” agrees to the conditions of purchase hereinafter set forth and the Terms of Sale attached hereto and further agrees to pay to the State of California, Department of Transportation, hereinafter “Department” at Right of Way Field Office, P.O. Box 496073, Redding, CA 96049-6073 the amount of

\_\_\_\_\_ Dollars (\$) as full payment for the  
purchase of the above described improvements with

\_\_\_\_\_ Dollars (\$) paid at this time and the  
balance of

\_\_\_\_\_ Dollars (\$) due within ten (10) days  
from date of sale, Saturdays, Sundays and holidays excluded.

**All payments must be made in Cash, Cashier's Check or Certified Check made out to the order of the Department of Transportation.**

The undersigned agrees to take delivery of the above-described improvements immediately upon receipt of Bill of Sale and agrees to have the premises cleared of all buildings in accordance with Terms of Sale on or before **July 31, 2003**.

Buyer shall supply a Performance Bond acceptable to the Department in the amount of \$3000.00 within ten (10) days from date of sale, Saturdays, Sundays and holidays excluded.

Upon full payment to the Department, as aforesaid, and furnishing as required of Performance Bond, the Department will execute a Bill of Sale for the property so sold. In no event shall any property be removed from the premises until said Bill of Sale is duly signed and delivered by the Department.

All provisions of the attached Terms of Sale are hereby specifically incorporated by reference into the terms of this contract, and Buyer agrees to perform each of the said Terms of Sale, and all of them. Buyer hereby acknowledges reading, and having read hereby agrees to all terms, rights and remedies as set forth in the aforementioned Terms of Sale, and specifically with reference to the provisions of paragraphs 4 and 6 of the said Terms of Sale.

Buyer: \_\_\_\_\_  
Signature

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name

Phone No.: \_\_\_\_\_

**PERFORMANCE BOND — HOUSE “A”**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY FIELD OFFICE  
P.O. BOX 496073  
REDDING, CA 96049-6073  
PHONE 530-225-3276  
FAX 530-225-3021  
TTY 530-225-2019

June 18, 2003  
Date of Sale

824  
IDR

SHA-36-PM 8.5  
County-Rte, P.M.

KNOW ALL MEN BY THESE PRESENTS:

That we, as Principal, hereinafter designated as the “Buyer”, and

\_\_\_\_\_, as Surety, are held and firmly bound unto the State of California, Department of Transportation hereinafter known as Department in the sum of Three Thousand Dollars (\$3000.00), to be paid to the Department or its certain attorney, its successors and assigns; for such payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the above bounden Buyer, his or its heirs, executors, administrators, successors and assigns, shall in all things stand to conditions and agreements in the foregoing Purchase Proposal and Notice of Sale covering improvements and removal of said improvements at **4628 Hwy 36 (House A)** at the Caltrans Platina Maintenance Station, CA 96076.

The undersigned Buyer hereby agrees that Terms of Sale will be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the Department, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue. The extension, or extensions, by the Department, of time for performance by the Buyer of said Terms of Sale shall not constitute a release in any particular whatsoever of the Surety’s obligation hereunder.

IN WITNESS WHEREOF, we hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Buyer: \_\_\_\_\_  
Signature

Address: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Phone No.: \_\_\_\_\_

Surety: By \_\_\_\_\_  
Signature

Address of Surety: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Phone No.: \_\_\_\_\_

\_\_\_\_\_  
Performance Bond Number



**PERFORMANCE BOND — HOUSE “B”**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY FIELD OFFICE  
P.O. BOX 496073  
REDDING, CA 96049-6073  
PHONE 530-225-3276  
FAX 530-225-3021  
TTY 530-225-2019

June 18, 2003  
Date of Sale

824  
IDR

SHA-36-PM 8.5  
County-Rte, P.M.

KNOW ALL MEN BY THESE PRESENTS:

That we, as Principal, hereinafter designated as the “Buyer”, and

\_\_\_\_\_, as Surety, are held and firmly bound unto the State of California, Department of Transportation hereinafter known as Department in the sum of Three Thousand Dollars (\$3000.00), to be paid to the Department or its certain attorney, its successors and assigns; for such payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the above bounden Buyer, his or its heirs, executors, administrators, successors and assigns, shall in all things stand to conditions and agreements in the foregoing Purchase Proposal and Notice of Sale covering improvements and removal of said improvements at **4622 Hwy 36 (House B)** at the Caltrans Platina Maintenance Station, CA 96076.

The undersigned Buyer hereby agrees that Terms of Sale will be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the Department, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue. The extension, or extensions, by the Department, of time for performance by the Buyer of said Terms of Sale shall not constitute a release in any particular whatsoever of the Surety’s obligation hereunder.

IN WITNESS WHEREOF, we hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Buyer: \_\_\_\_\_  
Signature

Address: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Phone No.: \_\_\_\_\_

Surety: By \_\_\_\_\_  
Signature

Address of Surety: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Phone No.: \_\_\_\_\_

\_\_\_\_\_  
Performance Bond Number